

# FACILITY MAINTENANCE



To: Qualified Contractors

From: John Kutscher, Facility Maintenances

Date: May 18, 2010

Re: Chiller Compressor & Control System Upgrade Bid Request  
Municipal Building, 100 Court Plaza. Bid # 298-05-17-10

The City of Asheville would like to request bids for the replacement of #1 chiller compressor and the front end Johnson control system for the Municipal Building located at 100 Court Plaza, Asheville NC 28801.

A mandatory pre bid meeting to go over the project will be held at the above location on Monday May 24<sup>th</sup>, 2010 at 1:00 pm in the back parking lot where chiller is located, with all bids due by Friday May 28<sup>th</sup>, 2010 at 4:00 pm EDT to John Kutscher at [jkutscher@ashevillenc.gov](mailto:jkutscher@ashevillenc.gov) or fax 828-250-8821, or in person at 161 S. Charlotte Street, Asheville NC.

The Contractor will be responsible for all material, labor, transport and setting of the new compressor along with removal and disposal of the old compressor. Contractor will also be responsible for pulling all applicable permits that will fall under this scope of work. Contractor will need to carry a minimum of one million dollars of liability insurance and carry the City of Asheville as the 2nd insured. Contractor will also need to supply a one year warranty on all parts and labor encompassed in this bid request. Copy of EXHIBIT-B attached.

Contractor shall do all work in a timely professional manner to eliminate down time with the entire chiller system. A start date and end date will be decided by the City and contractor after all contracts are signed and delivered. Contract will be paid in full at the completion of the project and after acceptance by the City of Asheville and the issuance of a certificate of completion by the City of Asheville's Building Safety Department.

## Scope of work:

1. Replace the #1 compressor on the 1999 McQuay Screw Chiller  
Model ALS125AS27  
Serial # 58G8126001
2. Pump over Circuit and store refrigerant charge in provided tanks according to EPA regulations
3. Install service kit on compressor.
4. Provide and install one charge of synthetic oil and oil filter.

5. Replace the pressure and the temp gauges on the water lines.
6. Install replacement refrigerant filter cores.
7. Replace the front end of the Johnson control system in mechanical room.
8. Revise operating code on chiller.
9. Start up and test unit.
10. Supply training on operation of the chiller and new control system.
11. Document any disposal of refrigerant per EPA regulations.
12. Provide a complete report detailing any deficiencies found and any recommendations for repair or replacement of entire system.
13. Supply in writing a one year warranty on all parts and labor that are included in the above scope of work. Copy equipment manufactures warranty.

Please send all bid questions to John Kutscher at [jkutscher@ashevillenc.gov](mailto:jkutscher@ashevillenc.gov) a copy of your question or questions with a response will be sent out to all parties bidding on this project for their own information. The City of Asheville would like to take this time to thank you for taking the time to bid on this project for us.



## EXHIBIT-B

### GENERAL TERMS AND CONDITIONS – INFORMAL CONSTRUCTION Bid # 298-05-17-10

1. Scope of Work: The work described within this agreement is set forth in Exhibit A which is all inclusive and attached. The Contractor shall furnish all labor, material, equipment, supervision, permits and insurance necessary to perform the work described in Exhibit "A", attached hereto and made a part hereof and shall perform such work in accordance with all drawings and/or the specifications included in Exhibit "A". The Contractor shall inspect the project and be aware of the existing conditions and the extent of the work to be performed. If there are any conflicts between the terms in Exhibit A and Exhibit B, the terms in Exhibit B will be controlling.

2. Contract Administration: The Department Director or the appointed representative shall administer the project, shall have authority to act on behalf of the City and shall be the interpreter of the requirements of this Agreement and the specifications in Exhibit "A".

3. Time for Performance: The Contractor shall begin work upon notification by the City to the Contractor of the award of the contract, and shall complete the work within 45 calendar days thereafter, unless said time period is extended by written consent of the City through its authorized representative. The City shall determine when the work has been completed by its formal and written acceptance of the work. The Contractor shall complete the work within the time specified, such time being of the essence in this Agreement and a material consideration hereof, but the City retains the right to extend said time period.

4. Contract Sum: The City shall pay as specified in the Department Director Contract Approval Form. Said total sum shall be subject to additions or deductions, if any, by written amendments to this Agreement signed by both parties. Acceptance of the work by the Department Director or Designee shall be noted on the contract documents and required prior to payment being made.

5. Insurance: The work performed under this Agreement has been classified as a Medium risk profile. The Contractor agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers compensation, employers liability, environmental liability and umbrella coverage in the amounts shown on the **City of Asheville Minimum Insurance Coverage and Requirements Matrix** in effect as of the date of this Agreement incorporated herein to this Agreement and available to the Contractor upon request. The Contractor shall furnish the City with certificates of insurance for each type of insurance described herein, with the City named as an additional insured on all coverages, except worker's compensation. In the event of cancellation, substantial changes or nonrenewal, the Contractor and insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed by Contractor until Contractor has furnished to the City the above referenced certificates of insurance, in a form suitable to the City. In the event the Certificate of Liability Insurance includes a disclaimer, Contractor shall cause his

Insurer to issue a Form CG20 10, or other Additional Insured Amendatory Endorsement showing City of Asheville as Additional Insured.

6. Hold Harmless and Indemnification: CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees. The Contractor shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder. **Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.**

7. Amendments and Change Orders: This Agreement with attachments constitutes the entire agreement between the City and Contractor. This Agreement may be amended, supplemented or modified only by duly executed written instruments as an amendment to this Agreement or a written change order to the Contractor signed by the City authorizing a change in the work, an adjustment in the contract sum or an adjustment in the time for performance.

8. Compliance with Laws: Contractor shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation and North Carolina State Building Code regulations and immigration laws. The contractor shall provide a drug-free workplace, as set forth in the invitation to bid, during the performance of this contract.

9. General Conditions: This Agreement embodies all the representations, rights, duties, and obligations of the parties. (a) Any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties. (b) The Contractor shall be properly licensed and skilled in their respective trade, and shall have been established in the building construction field for a minimum of three years and must regularly engage in building construction contracting in North Carolina. (c) The work shall be stated so as to minimize inconvenience to the City. Access as required by the City to the facility shall be



maintained by the Contractor throughout construction unless prior written approval is otherwise obtained in advance. The Contractor shall provide signs, barricades, and warning devices to ensure safe passage for both vehicular and pedestrian traffic at all times. (d) The Contractor shall make necessary provisions to protect the surrounding area and shall be responsible for full restoration of any damages and/or costs of restoration to the construction site. All damages on the site, incidental to the installation of the work described in the attached Exhibit shall be repaired or replaced by the Contractor. (e) The Contractor shall make necessary provisions to protect structures and property from any and all damage arising out of, relating to, or resulting from this work. Also, all debris, rubbish or waste materials shall be removed from the site by the Contractor and at the Contractor's expense. (f) All sales tax levied on materials entering into this project shall be paid by the Contractor, including the Optional Sales and Use Tax. The Contractor shall submit to the City the completed sales tax information form. (g) Contractors shall obtain any applicable license and/or permits prior to the start of construction and shall notify the necessary inspectors at the proper times during construction. (h) Contractor shall obtain a written certificate of compliance upon completion of the permitted work and before final payment is made. (i) The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work; and at the completion of the work, he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave the premises "broom clean" or its equivalent. It is further agreed that all materials and equipment that have been removed and replaced as a part of the work hereunder shall belong to the Contractor, unless otherwise specified in the work described in Exhibit "A". (j) The Contractor shall, upon completion of the work, and before final payment is authorized by the City or its agent, furnish the City with an affidavit certifying that all charges for materials and any other expenses incurred by the Contractor pertaining to the execution of this Agreement have been paid in full, to the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property. Final payment on the Agreement amount will be made only after final inspection and acceptance of all work to be performed by the Contractor, and the Contractor submits satisfactory releases of liens or claims for liens by the Contractor, subcontractor, laborers, and materials suppliers.

10. Warranties and Guarantees: All work is to be warranted and guaranteed against materials, equipment, and workmanship for a period of one (1) year. Any and all manufacturers' warranties shall be assigned to the City.

11. Termination: The City may terminate this Agreement upon ten (10) days written notice to the Contractor. In that event, the Contractor shall be paid for any completed work done which is satisfactory to the City. In the event the Contractor should terminate this Agreement, the expenses which the City incurs as a result of securing a new Contractor shall be deducted from any payments owed to the Contractor by the City. The Contractor will be required to provide to the City,

upon termination, an executed release of lien before final payment is processed.

12. Minority Business Plan: The City of Asheville has adopted a Minority Business Plan to encourage participation by women and minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to, Coordinator for the Minority Business Program, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 232-4566 or by e-mail at [minoritybusiness@ashevillenc.gov](mailto:minoritybusiness@ashevillenc.gov). You can access two sources for certified minority firms at [www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h](http://www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h) and [www.dca.state.nc.us/hub](http://www.dca.state.nc.us/hub) to search for vendors. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

13. ADA: CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

14. Drug Free Workplace: CONTRACTOR will comply with the City's Drug Free Workplace policy.

15. Right To Audit: Contractor shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of Contractor that are pertinent to this Agreement to perform examinations and audits. Contractor shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

16. Non Appropriations: Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.